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Contract Database Metadata Elements

Title: **Southwestern Central School District and Southwestern Administrators Association (SAA) (2010) (MOA)**

Employer Name: **Southwestern Central School District**

Union: **Southwestern Administrators Association (SAA)**

Local:

Effective Date: **07/01/2010**

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AGREEMENT

BETWEEN

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

AND

**SOUTHWESTERN ADMINISTRATORS
ASSOCIATION**

July 1, 2010 - June 30, 2013

2010 - 2011 - 6 employees
2011 - 2012 - 6 employees
2012 - 2013 - 6 employees

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SOUTHWESTERN CENTRAL SCHOOL
COLLECTIVE BARGAINING AGREEMENT
SOUTHWESTERN ADMINISTRATORS' ASSOCIATION

ARTICLE 1
RECOGNITION

Section 1.1 Recognition: Unit Defined

The Southwestern Central School District recognizes the Southwestern Administrators' Association as the sole and exclusive negotiating representative for a unit composed of the positions of Director of Special Education, High School Principal, High School Assistant Principal/Coordinator of Technology, Middle School Principal, Elementary School Principal, and Elementary School Co-Principal/Coordinator of Curriculum and Instruction.

ARTICLE 2
PROFESSIONAL SERVICES RENDERED

Section 2.1 Responsibilities of Unit Employees

The employees within the unit shall perform the responsibilities for their positions set forth in their respective administrative job descriptions. All employees in the unit are salaried professionals, not hourly workers. Each employee is responsible to devote the time, effort and intelligence required to discharge the duties of the position. Attendance at the school building is required while classes are conducted. However, it is jointly understood that there are times when the administrator needs to be out of the building while school is in session in order to attend workshops, conferences, and professional meetings. Each employee has substantial flexibility to choose the time and manner of performance of duties, once school is not in session, such performance being measured by results and not by time expended with each employee devoting the time required to fully perform his or her duties.

Further, each unit member shall submit to the Superintendent a schedule of their office hour schedule for the months of July and August. Such schedule shall be submitted not later than the second Friday of June each year.

ARTICLE 3
LEAVES

Section 3.1 Leave Days

Each administrator shall receive 1 2/5 (1.4) days per month for the number of months employed for the purposes of sick leave and personal leave subject to the following restrictions:

1. Sick leave shall be accumulative as follows:
12 Month Employee 250 days

2. Sick leave will be allowed for personal illness or sickness or death in the family, subject to the following restrictions:
 - a. For illness in the immediate family, (not more than twelve (12) days per year). Immediate family shall be considered as follows: husband, wife, child, sister, brother, father, mother, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, regardless of place of residence and, in addition, any other member of the family unit living in the same household no matter the degree of relationship.
 - b. For death and funeral in the immediate family, not more than ten (10) days for any one death.
 - c. For death and funeral of other family members, not more than two (2) full days or four (4) half days per year.
 - d. In case employees are required to be in court to testify for others or to defend themselves, this time will be paid as sick leave provided sufficient sick leave has been earned and unless the employee has been suspended by the Board of Education. When an employee institutes court action, no sick leave shall be granted for court appearances in such case.
 - e. Days absent as a result of an accident while on the job, if not covered by Workers' Compensation, will be deducted from the employee's sick leave. If the accident is covered by Workers' Compensation, the employee will be paid the difference between the Workers' Compensation and his regular salary to the conclusion of the school year, if necessary, for the days absent and the days will not be deducted from his sick leave.

If and when the Workers' Compensation language of the Southwestern Teachers' Association is changed in any successor collective bargaining agreement, the Southwestern Administrators' Association contract will be changed to the same extent.

- f. Emergency Closing Days - If the District's schools are closed on account of snow or other emergencies, unit employees are expected to report unless the Superintendent directs that unit employees are not to report. Unit members who report will receive one (1) vacation day for each day they report when schools are closed. If the member works less than a full day, vacation days will be prorated. The vacation day(s) are to be used within their current school year and may not be added to sick leave, as provided for under Section 4.1 of the contract. An administrator will notify the Superintendent each time one of these vacation day(s) are used and follow district guidelines for their usage. Administrators unable to report during an Emergency Closing Day will not receive this benefit, nor will they be penalized. Employees unable to report will notify the Superintendent, as soon as possible, and shall be available by telephone, email, or other electronic means.

As used in this section only, a "full day" shall mean 8:00 a.m. to 4:00 p.m. and a "half day" shall mean four (4) consecutive hours of work.

3. Each year, up to three (3) leave days can be used for personal leave under the following restrictions:
 - a. Personal Leave is defined as absence from regular employment to take care of matters that normally cannot be transacted outside of the regular school day.
 - b. With respect to the days requested, the arrangement shall be made to take into account the needs of the Administrator's assignments and school responsibilities. In each instance, the Administrator will complete the appropriate request form and secure the Superintendent's approval.
 - c. When personal leave will not occupy the entire school day, Administrators are encouraged to arrange with the Superintendent for the partial leave.
 - d. Any day of the school year can be requested for personal leave except the first and last day of the school year and days immediately preceding and following the legally prescribed holidays and vacation periods. Exceptions to this policy shall be granted only upon approval of the Superintendent.
 - e. Five (5) days or more advance notice on the use of personal leave days shall be given to the Superintendent whenever possible. When advance notice cannot be given because of emergency, the procedure to be followed is that established for reporting sickness, except the permission must be secured personally from the Superintendent.

Section 3.2 Jury Duty Leave

Employees required to do jury duty will be paid the difference between the pay they receive as jurors and that to which they would regularly be entitled.

Section 3.3 Child Rearing Leave

1. An unpaid child-rearing leave may be taken to care for a newborn or newly adopted infant child. Such leave shall be granted to take effect either on the end of the mother's disability following birth or at birth in the case of leave by the father (as the case may be) or on the placement of the infant in the adopting Administrator's home.

In the event an Administrator desires a child-rearing leave, the Administrator shall give written notice to the Superintendent no later than the sixtieth (60th) consecutive day prior to the date they wish to commence the leave. It is understood by and between the parties that in the event of an emergency-type situation, the notice provision is waived and all good faith efforts will be undertaken to give reasonable notice.

The Administrator may request a leave until at least the September 1 following the child's first birthday, but may be terminated at an earlier date by mutual agreement of the Administrator and the District.

In the event that both the mother and father of either the newborn child or newly adopted infant are employed by the District, only one (1) may take the child-rearing leave permitted by this Article.

2. The Administrator on child-rearing leave must notify the District of his/her intentions in writing on or before March 1 preceding the September in which the Administrator is to return.
3. While on child-rearing leave, the Administrator shall continue to enjoy applicable employee benefits at the employee's expense.
4. Upon return to active employment, a tenured Administrator shall return to his/her last tenure area with full service credit earned prior to his/her child-rearing leave as well as unused sick leave.

Section 3.4 Leave of Absence: Up to One (1) Year

An Administrator may request a leave of absence in any school term without pay but without loss of tenure rights provided that the maximum leave shall not exceed one (1) year. This leave shall be subject to Board approval and will be without applicable employee benefits, except at the employee's expense. On or before March 1, prior to the beginning of the year in which the Administrator wishes to return, the Administrator must notify the Board of Education in writing of such intention to return.

ARTICLE 4 VACATION AND HOLIDAYS

Section 4.1 Twelve (12) Month Employees

Twelve month employees shall receive vacation time of twenty (20) days per school year. Employees who have completed three (3) years of continuous permanent administrative employment in the District shall be entitled to an additional one (1) day of vacation in the next school year (total 21). Employees who have completed seven (7) years of continuous permanent administrative employment in the District shall be entitled to an additional two (2) days of vacation in the next school year (total 22). Employees who have completed twelve (12) years of continuous permanent administrative employment in the District shall be entitled to an additional three (3) days of vacation in the next school year (total 23). Employees who have completed seventeen (17) years of continuous permanent administrative employment in the District shall be entitled to an additional four (4) days of vacation in the next school year (total 24).

Unused vacation time can be added to sick leave up to the maximum amount detailed in Section 3.1.

Twelve month Administrators will receive the following holidays.

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day After Christmas
Day Before New Years
New Years Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

If Christmas or New Years Day falls on Saturday or Sunday, then the preceding Friday or following Monday shall be observed as holiday(s) provided the school is closed on such day(s). All such vacation days and holidays taken shall be without loss in pay. Days of vacation shall be taken during school recesses such as the winter, spring or summer recesses (excluding the first and last week that school is closed for summer recess).

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Definition

A grievance is a claim by either an employee or the Association representing the employee(s) that there has been a violation of a provision or provisions of this Agreement.

Section 5.2 Stage 1

The aggrieved will first discuss the matter with the Superintendent with the objective of resolving the matter informally. If a resolution cannot be reached on an informal level, the aggrieved will reduce his/her grievance to writing, on the mutually agreed upon form. The grievance must be submitted in writing not later than the twentieth (20th) day after the grievant knew of or should have known of the occurrence out of which the grievance arose. If appropriate, the aggrieved may be accompanied and/or represented by a designee of the Association.

Section 5.3 Stage 2

The Superintendent shall respond in writing to the written grievance within five (5) days after receiving the written grievance.

Section 5.4 Stage 3 - Optional, at District Discretion

If the Association is not satisfied with the response of the Superintendent, the Association shall so notify the office of the Clerk of the District in writing within ten (10) days after receipt of the Stage 2 response. The Clerk of the District shall schedule a meeting with the District or a committee of the District to consider the grievance with the aggrieved person and the designated Association representative within twenty (20) days after receipt of the notice. The District shall respond to the grievance within fifteen (15) days after the Stage 3 meeting is held. Should the District elect not to hear the grievance, they shall notify the Association.

Section 5.5 Arbitration

1. If the Association is not satisfied with the response of the District, the grievance may be sent by the Association to binding arbitration for resolution. To do so, the Association shall send a demand to the American Arbitration Association ("AAA") or the Public Employment Relations Board and shall simultaneously send a copy of the demand to the office of the Superintendent. The copy must be received in the office of the Superintendent not later than the twentieth (20th) day following the day on which the Board's response/notification is sent to the Association.
2. The demand shall request arbitration of no more than one (1) specifically identified grievance unless both parties have expressly agreed in writing to the submission of more than one (1) grievance to a single arbitrator. Selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association or the rules of the Public Employment Relations Board.
3. The arbitration will be conducted according to the voluntary Labor Arbitration Rules of the AAA to the extent that they are consistent with this Agreement. The fees and expenses of the arbitrator will be shared equally by the District and by the Association. All other expenses will be borne by the party which incurred them, but if the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.
4. The arbitrator shall hear the grievance presented, if it is properly before the arbitrator and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an arbitrable issue may be considered by the arbitrator unless that issue has been previously decided by a court.

The arbitrator shall have the right to interpret, apply, or determine compliance with the provisions of the Agreement but has no authority to modify the terms of the agreement or waive any time limits.

Section 5.6 Time Limits

1. It is the intent of the parties that the grievance be resolved as quickly as possible while the facts of the matter are as fresh as can be in the minds of those involved. Accordingly, the time limits set forth in this Article 5 are of primary importance. Time limits must be strictly observed, only to be extended by mutual consent of authorized representatives of the District and the Association. To be binding on the parties, any such extension must be in writing.
2. "Days" means all working days.
3. If the District does not respond to a grievance within the applicable time limit, the Association may submit the grievance to the next stage within the time which would apply if the response had been given on the last day of the time limit. If the aggrieved person does not appeal the grievance to the next stage within the applicable time limit, the grievance shall be deemed to have been settled by the last response of the District. The District need not consider the grievance further and further appeal is barred.

Section 5.7 Election of Forum

If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive, administrative, or legislative) not provided for in this grievance procedure. A grievance which alleges conduct that violates this Agreement and which also may violate a law, or rule or regulation having the force and effect of law, may not be submitted to arbitration if the subject matter of the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative, or legislative) for resolution or review.

ARTICLE 6 NEGOTIATIONS PROCEDURES

Negotiations for an agreement shall be commenced at the request of either party and shall be in writing addressed to either the Superintendent of Schools or the President of the Administrators' Association. In any given year, such request shall be made not earlier than December 1 nor later than March 1, except by mutual consent. A mutually acceptable meeting date shall be set forth not more than fifteen (15) working days following such requests.

The Superintendent and/or the designated representatives of the Superintendent will meet with representatives designated by the Association for the purposes of discussion and attempts in reaching mutually satisfactory agreements regarding terms and conditions of employment constituting mandatory subjects of negotiations. Absent mutual agreement, non-mandatory subjects of negotiations, that are currently in the contract, will not be carried over to any successor to this Agreement.

Negotiations between the Superintendent and/or his/her designee, and representatives of the Administrators' Association and/or its designee shall take place at a mutually agreed upon time and place.

ARTICLE 7 INVOLUNTARY TRANSFERS

Each unit member is appointed to a position in the Southwestern Central School District and subject to re-assignment when recommended by the Superintendent of Schools. Any re-assignment shall be based on sound educational practices and district-wide needs. Involuntary transfers or re-assignments within a tenured area shall be held to a minimum. Any involuntary transfer will be made only after a meeting between the unit member and the Superintendent or his designee, at which time the unit member will be notified of the reasons for the proposed transfer. Notice of any such transfer shall be given to unit members as soon as practicable, and, under normal circumstances, not later than the end of the school year, except in the cases of emergency.

ARTICLE 8 ABOLITION OF POSITIONS

In the event that any position is abolished, the Commissioner of Education's Rules and Regulations, and New York State Law, will be followed. The Superintendent will discuss the action with the unit member at least thirty (30) days prior to the effective date.

ARTICLE 9 SCHEDULE OF FRINGE BENEFITS

Section 9.1 Health Insurance

1. The District will contribute to a Traditional family plan for those current unit members who were employed by the District prior to January 1, 2011 in the following amounts: 2010-2011 ninety percent (90%); 2011-2012 eighty-seven and one-half percent (87.5%); and 2012-2013 eighty-five percent (85%). The deductible shall be one hundred / two hundred (\$100/\$200). The prescription card co-pay shall be \$10/\$20 with no rollback. For those unit members hired prior to January 1, 2011, who chose a single Traditional plan, the deductible and prescription card co-pay shall be the same as above. The District shall contribute to said single plan the following amounts: 2010-2011; 2011-2012; 2012-2013 ninety percent (90%).

Any member of this unit who was hired on or before January 1, 2011, may also select a Point of Service (POS) plan with a prescription co-pay of seven dollars (\$7.00) / fifteen dollars (\$15.00). The District will contribute towards family coverage the following amounts: 2010-2011 ninety percent (90%); 2011-2012 eighty-seven and one-half percent (87.5%); and 2012-2013 eighty-five percent (85%). Any unit member who was hired on or before January 1, 2011, may also select a 2-person or single Point of Service (POS) plan with a District contribution as follows: 2010-2011; 2011-2012; 2012-2013 ninety percent (90%).

As of July 1, 2011, the District will contribute eighty percent (80%) of the premium for dental coverage for a single or a family plan.

2. Any new unit member hired after the ratification of this Agreement shall be offered the least expensive medical plan option in their choice of either single, two-person or family coverage, that is available as of the date of his/her hire, for the term of this contract, at the contribution levels stated in paragraph 1 above. The unit member may choose a more expensive plan but he/she shall have to pay the difference between the District contribution to the least expensive plan and the cost of the more expensive plan.
3. Any administrator who is hired by the District before July 1, 2006, and who notifies the District on or before January 1st of the year of the proposed retirement that they will retire not later than the end of the school year and who retires from the District with a minimum of seven (7) or more years credited service as an administrative employee for the District at the time of retirement, the District shall pay fifty-five percent (55%) of their health insurance.

The above retirement provision shall only be applicable to current administrators and shall not be extended to any administrator hired on or after July 1, 2006. This also includes any current employee of the District who becomes an administrator on or after July 1, 2006.

Any administrator hired by the District after July 1, 2006, and who notifies the District on or before January 1st of the year of the proposed retirement that they will retire not later than the end of the school year and who retires from the District after ten (10) years of credited service as an administrative employee for the District at the time of retirement, the District shall pay for accumulated sick days at a rate of one hundred sixty-five dollars (\$165.00) up to two hundred twenty-five (225) days.

The District will deposit the dollar amount reflecting the accumulated sick days, as stated above, as a non-elective employer contribution into the employee's designated 403(b) account utilizing the common remitter of the District to the extent allowable by law. Such non-elective employer contribution cannot exceed the contribution limits as outlined in the Internal Revenue Code, Section 415(c). If the employee does not have a 403(b) account they shall have until the end of the calendar year in which they retire to establish a 403(b) account. In the event the employee does not establish an eligible account within this time period, they will forfeit their right to the retirement award in its entirety. The non-elective contribution will be deposited in the designated 403(b) account within thirty (30) days of the employee's effective date of retirement or within thirty (30) days of the District receiving proper documentation that the account has been established, whichever is later. Should the non-elective employer contribution exceed acceptable IRC limits, the District agrees to remit any remainder in the year(s) following retirement to the unit member's selected 403(b) program in accordance with the maximum amount permissible under the IRC limits. In the event that a unit member dies before payment is made, any amount owed will be paid to the unit member's estate.

The District will contract with a third party administrator to ensure compliance with the employer's 403(b) plan per IRS regulations. Plan participant fees as determined by the third party administrator, will be paid on an annual basis by the participating unit member.

Section 9.2 Life Insurance

The District pays one hundred percent (100%) of the cost of a one hundred thousand dollar (\$100,000) Term Life Insurance policy. The cost may be used as desired toward other life insurance.

Section 9.3 Physical Examination

Each employee between the ages of forty (40) and fifty-four (54) shall be entitled to a maximum of four (4) wellness physicals; at three (3) year intervals. The District shall reimburse the employee up to \$100.00 per physical for all out-of-pocket expenses incurred by the employee. (This provision only applies to physicals that are not covered in any way by the current health insurance plan.)

Section 9.4 Optical

Optical insurance coverage will be offered on the same basis as is currently in effect, for the term of this Agreement.

Section 9.5 Professional Dues

The District shall pay for each administrator not more than six hundred fifty dollars (\$650.00) in school year 2010-2011, provided there is prior approval by the Superintendent. There shall be no dues allotment paid by the District following the 2010-2011 school year.

Section 9.6 Flexible Benefits Program

The District shall provide a full Internal Revenue Code Section 125 Flexible Benefits Program.

- a. The program operation and plan administration shall be selected by the District.
- b. The Plan shall have a limitation of \$3,000.00 in the unreimbursed medical provision.
- c. Each individual participating in the Plan subject to administrative fees shall pay Two Dollars (\$2.00) per month toward those fees.
- d. All remaining funds at the end of the Plan Year shall revert to the District. These funds shall first be used to offset individual's administrative fees for the next plan year. A record of these remaining funds will be given to the Association.

- e. For the 2011-2012 and the 2012-2013 plan years (October 1 through September 30), the District will contribute one hundred fifty dollars (\$150.00) for each unit member in the bargaining unit to the 125 Plan.

ARTICLE 10 SALARIES

Members of the Administrative Association shall receive compensation in accordance with Appendix A.

ARTICLE 11 MISCELLANEOUS PROVISIONS

Section 11.1 Full Agreement

The Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified during the terms of the Agreement only through the mutual consent of the parties in a written and signed amendment to the Agreement.

Section 11.2 Agreement Supersedes

The Agreement shall supersede any rules, regulations, policies, or practices of the District which may be contrary to or inconsistent with its terms. Any contracts with individual administrators shall be made in conformity to the terms of the Agreement.

Section 11.3 Conflict with Law

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 11.4 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 11.5 Nondiscrimination

The provisions of the Agreement shall be applied to all individuals covered by this Agreement without discrimination as to sex, age, race, color, creed, or national origin. All references to individuals in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female.

ARTICLE 12
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective July 1, 2010 and shall remain in effect through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto, the Superintendent of Schools, and the President of the Board of Education for the Southwestern Central School District, and the President of the Southwestern Administrators' Association and the members of the Negotiating Committee of said Association, have hereunto affixed their name and seals this 11th day of May, 2011.

Attest: Board of Education

By David A. George Date 5/11/11
Superintendent of Schools

By Timothy J. Hallen Date 6/11/11
President, Board of Education

By Gregory F. Paccinotti Date 5/11/11
President, Administrators' Association

By John J. Shan Date 5/17/11
Chairman of the SWAA Negotiations
Committee

APPENDIX A
ADMINISTRATIVE SALARY SCHEDULE

Salaries shall be increased for the term of the contract as follows:

2010/2011 - \$2,000

2011/2012 - \$2,500

2012/2013 - \$3,000

		2010-2011	2011-2012	2012-2013
Sarah Chambers	Salary	\$79,069.75	\$81,569.75	\$84,569.75
Paterniti, Gregory	Salary	\$107,380.59	\$109,880.59	\$112,880.59
O'Boyle, Shelly	Salary	\$84,683.56	\$87,183.56	\$90,183.56
Caldwell, William	Salary	\$82,000.00	\$84,500.00	\$87,500.00
Cipolla, Michael	Salary	\$92,262.50	\$94,762.50	\$97,762.50
Richard Rybicki	Salary	\$50,258.35*	\$76,500.00	\$79,500.00

*Richard Rybicki 2010/2011 Salary is a proration of \$74,000.



Office of the Superintendent
600 Hunt Road, W.E., Jamestown, New York 14701
716/484-1136 Fax 716/484-1139

SUBJECT: EDUCATION LAW §3012-c and APPR

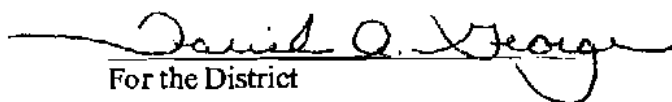
As agreed to between the Southwestern Central School District and the Southwestern Administrators Association on November 16, 2010, and as part of the negotiations between said parties, it is agreed as follows:

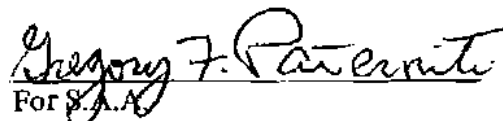
Consistent with the provision of §3012-c Subd.8, of the NYS Education Law, the parties certify that the provisions of this successor agreement are not contrary to 3012-c.

Further the parties agree that as soon as practicable, after promulgation of regulations by the Commissioner of Education, as required by Chapter 103 of the Laws of 2010, the parties shall enter into negotiations concerning APPR, to the extent necessary to comply with said regulations.

This agreement will fully sunset upon the implementation of the parties' negotiated procedures in compliance with the Commissioner regulations.

Agreed to:


For the District


For S.A.A.

Dated: 5/11/11

Dated: 5/11/11

MEMORANDUM OF AGREEMENT
BETWEEN
THE SUPERINTENDENT OF
THE SOUTHWESTERN CENTRAL SCHOOL DISTRICT
AND
SOUTHWESTERN ADMINISTRATORS' ASSOCIATION

This Memorandum of Agreement is entered into by and between the Superintendent of the Southwestern Central School District (hereinafter "District") and the Southwestern Administrators' Association (hereinafter "Association"), hereinafter the parties.

WHEREAS, the Collective Bargaining Agreement between the parties has an effective date of July 1, 2010 through June 30, 2013; and

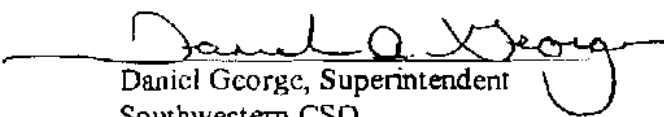
WHEREAS, the District and Association wish to further extend the terms and conditions of that Collective Bargaining Agreement through June 30, 2015, subject to certain agreed upon modifications stated herein.

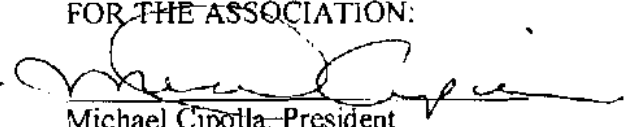
NOW THEREFORE, the District and Association agree to extend the terms and conditions of the above-referenced Collective Bargaining Agreement, subject to the following modifications:

1. All full-time unit members as of July 1, 2013 shall receive a two thousand two hundred fifty dollar (\$2,250.00) increase in their annual base salary in the 2013/2014 school year and the 2014/2015 school year.
2. These salary increases shall apply only to full-time members of the Association. If a new administrator is hired prior to December 1, 2012, the new administrator will be entitled to a \$2,250 increase on July 1, 2013 and on July 1, 2014 or in the case of a new administrator who is hired prior to December 1 2013, an increase of \$2,250 on July 1, 2014.
3. All other terms and conditions in the above-referenced Collective Bargaining Agreement shall remain the same for the period of the extension.

FOR THE DISTRICT:

FOR THE ASSOCIATION:


Daniel George, Superintendent
Southwestern CSD


Michael Cipolla, President
Southwestern Administrators' Assn

Date

10/17/12

Date

10/16/12

Currently
under
negotiation

2013-2014 - 6 employees
2014-2015 - 10 employees
- 2015-2016 - 5 employees

